



Building Surveying

FORM 1  
Building Act 1993  
Building Regulations 2006

Online Building Permits & Inspections

# APPLICATION FOR BUILDING PERMIT

Attention: The applicant (**owner or agent**) is required to fill out every part of this form  
To: JBG Building Surveyors/Joseph Hallal (Relevant Building Surveyor)

## PART A - APPLICANT DETAILS (OWNER OR AGENT ONLY)

|   |  |        |  |                                    |  |                                    |  |
|---|--|--------|--|------------------------------------|--|------------------------------------|--|
| I AM MAKING THIS APPLICATION FOR A BUILDING PERMIT AS: THE OWNER <input type="checkbox"/>   |  |        |  | THE AGENT <input type="checkbox"/> |  |                                    |  |
| INVOICE ADDRESSED TO:   |  |        |  | THE OWNER <input type="checkbox"/> |  | THE AGENT <input type="checkbox"/> |  |
| Company Name  |  |        |  |                                    |  |                                    |  |
| Owner/Agent name  |  |        |  |                                    |  |                                    |  |
| Postal Address  |  |        |  | Postcode                           |  |                                    |  |
| Telephone   |  | Mobile |  |                                    |  |                                    |  |
| Email (mandatory)   |  |        |  |                                    |  |                                    |  |
| Indicate if the applicant is a lessee or licensee of Crown Land to which this application applies (tick if applicable) <input type="checkbox"/>   |  |        |  |                                    |  |                                    |  |
| <b>Lessee responsible for building work</b> - Indicate if a lessee of the building, of which parts are leased by different persons, is responsible for the alterations to a part of the building leased by that lessee. (tick if applicable) <input type="checkbox"/> |  |        |  |                                    |  |                                    |  |

## PART B - OWNERSHIP DETAILS (AS PER TITLE OWNERSHIP)

|                   |  |        |  |          |  |  |  |
|-------------------|--|--------|--|----------|--|--|--|
| Contact/Company   |  |        |  |          |  |  |  |
| Name (on title)   |  |        |  |          |  |  |  |
| Postal Address    |  |        |  | Postcode |  |  |  |
| Telephone         |  | Mobile |  |          |  |  |  |
| Email (mandatory) |  |        |  |          |  |  |  |

## PART C - PROPERTY DETAILS

|  |  |       |        |   |       |         |  |
|--|--|-------|--------|---|-------|---------|--|
| Number   |  | Lot/s |        | Street/ Road                                  |       |         |  |
| City/Suburb/Town   |  |       |        | Postcode                                      |       | LP/PS   |  |
| Property Name <i>if applicable (eg Knox Shopping Centre)</i> |  |       |        |   |       |         |  |
| Shop Number <i>if applicable</i>                             |  |       | Volume |   | Folio |         |  |
| Municipal District   |  |       |        | Crown Allotment                               |       | Section |  |
| Land owned by Crown or Public Authority                      |  |       |        | <input type="checkbox"/> * tick if applicable |       |         |  |

## PART D - BUILDER (If known)

|                |  |                   |  |          |  |  |  |
|----------------|--|-------------------|--|----------|--|--|--|
| Company Name   |  |                   |  |          |  |  |  |
| Contact Person |  |                   |  |          |  |  |  |
| Postal Address |  |                   |  | Postcode |  |  |  |
| Telephone      |  | Mobile            |  |          |  |  |  |
| Insurance No   |  | Email (mandatory) |  |          |  |  |  |

**PART E – BUILDING PRACTITIONERS AND/OR ARCHITECT (NAME NOT COMPANY)**

| Registered Practitioner's Name | Category/Class                        | Registration No. |
|--------------------------------|---------------------------------------|------------------|
|                                | Architect/Draftsperson                |                  |
|                                | Builder/(Domestic or Commercial)      |                  |
|                                | Builder Demolisher                    |                  |
|                                | Engineer (Civil/Structural) Certifier |                  |
|                                | Engineer (Civil/Structural)           |                  |
|                                | Engineer (Mechanical)                 |                  |
|                                | Engineer (Electrical)                 |                  |
|                                | Engineer (Fire Safety)                |                  |
|                                | Engineer (Fire Safety) Certifier      |                  |

**PART F – NATURE OF BUILDING WORK\*** \* tick if applicable or give other description

|  |  |                                       |  |
|--|--|---------------------------------------|--|
| Construction of a new building   |  | Alterations to an existing building   |  |
| Demolition of a building   |  | Removal of a Building                 |  |
| Extension to an existing building  |  | Change of use of an existing building |  |
| Re-erection of a building  |  | Tenancy fit-out. Shop/office name:    |  |
| Unit development - No of Units   |  | Other:                                |  |
| Proposed Floor Area m <sup>2</sup> :   |  | Existing Floor Area m <sup>2</sup> :  |  |
| Proposed use of Building<br><i>(eg. Dwelling, Carport, Swimming Pool, Factory)</i> |  |                                       |  |

**PART G – OWNER BUILDER<sup>1</sup>** (if applicable)

|   |                              |                             |
|---|------------------------------|-----------------------------|
| I intend to carry out the work as an Owner Builder (Certificate of Consent required for works 16K+) | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
|---|------------------------------|-----------------------------|

**PART H – BUILDING WORK**

|  |                              |                             |
|--|------------------------------|-----------------------------|
| Is there a contract for the building work?   | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| If yes, state the contract price   | \$                           |                             |
| If no, state the estimated cost of the <i>building work</i> (including the cost of labour and materials) and attach details of the method of estimation. | \$                           |                             |

**PART I – STAGE OF BUILDING WORK** (if application is to permit a stage of the work)

|                             |    |
|-----------------------------|----|
| Extent of stage             |    |
| Cost of work for this stage | \$ |

|   |
|---|
| <p>In making this application the owner/agent declares that he/she understands that –</p> <ul style="list-style-type: none"> <li>the fees and charges associated with this application must be paid upon application and that no refunds will be available after the application has been considered by the Relevant Building Surveyor;</li> <li>the terms of appointment have been read and understood. (Conditions are available on our website or upon request); and</li> <li>I have not previously appointed another Private or Municipal Building Surveyor to perform the functions of Relevant Building Surveyor under Section 76 of the Building Act 1993. We confirm that we are appointing JBG Building Surveying (Relevant Building Surveyor) pursuant to Sect 78 of The Building Act 1993.</li> </ul> <p>The collecting the information on this form for the purpose of providing the service or permit. The information will be used for administration of this service or permit, but will not be disclosed to any other party except as required by law. If you fail to provide this information, the service or permit may not be processed. You may access this information by contacting the Relevant Building Surveyor.</p> |
|---|

SIGNATURE OF OWNER/AGENT: ..... DATE: ...../...../20.....

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**NOTES**

**Note 1**

**Building Practitioner means:-**

- (a) a building surveyor, or
- (b) a building inspector, or  
I a quantity surveyor, or
- (d) an engineer engaged in the building industry, or  
I a draftsman who carries on a business of preparing plans for *building work* or preparing documentation relating to permits and permit applications; or
- (f) a builder; or
- (g) a person who erects or supervises the erection of prescribed temporary structures, or
- (h) a person responsible for a building project or any stage of a building project and who belongs to a class of people prescribed to be building practitioners,

but does not include:

- (i) an architect; or
- (j) a person (other than a domestic builder) who does not carry on the business of building

**Note 2**

Include building practitioners with continuing involvement in the *building work*.

**Note 3**

Include only building practitioners with no further involvement in the *building work*.

**Note 4**

The use of the building may also be subject to additional requirements under legislation such as **the Liquor Control Reform Act 1998** and the **Dangerous Goods Act 1985**.

**Note 5**

If an owner builder, there are restrictions on sale of the building under section 137B of the Building Act 1993. Section 137B prohibits an owner builder from selling a building on which *domestic building work* has been carried out within 6½ years from the completion of the relevant *building work* unless they have satisfied certain requirements including obtaining compulsory insurance. The Building Commission maintains a current list of domestic insurance providers.

**PART J – SUPPORTING DOCUMENTATION (FYI)**

|     |   |  |
|-----|---|--|
| 1.  | Building Permit & Statutory fees (50% deposit required).  |  |
| 2.  | Town Planning Permit and Endorsed Plans (100% consistency required with Architectural plans)  |  |
| 3.  | Provide a written or verbal response from council clarifying if a planning permit is required – verbal needs to be documented   |  |
| 4.  | DCP (Development Contributions) Levy or Infrastructure Levy confirmation paid to council.   |  |
| 5.  | Developer’s approval letter and Endorsed plans (100% consistency required with Architectural plans)   |  |
| 6.  | Sect 29A Application is required for the demolition or alteration to the front façade. <b>JBG can apply on your behalf</b>  |  |
| 7.  | Builders Warranty Insurance or Owner Builders Certificate of Consent.   |  |
| 8.  | Building Permit Application form.   |  |
| 9.  | Construction/Amended Architectural plans  |  |
| 10. | Soil report   |  |
| 11. | Structural plans, comps, 1507 certification (wall bracing layout required)  |  |
| 12. | Civil plans (Council Endorsed Drainage plans & letter), civil comps & 1507 certification  |  |
| 13. | Re-establishment Survey   |  |
| 14. | 6 Star Energy Report and Endorsed plans ( <b>with artificial lighting schedule</b> ) or Deemed to Satisfy Energy Report & Endorsed plans. <b>Note:</b> The requirements and report number to be on plan   |  |
| 15. | A current title and plan of subdivision. <b>Note:</b> Covenants, Sect 173 agreements and Easements to be provided/considered  |  |
| 16. | Provide a letter from the body cooperate consenting to the works  |  |
| 17. | Report & Consent (Endorsed Plans inclusive) from Council and Water authority (SEW/YVW) to build over easement.  |  |
| 18. | Provide documentation from relevant authorities on size, depth, offset of pipes (sewer and storm water) within easement   |  |
| 19. | Combined allotments–provide a statement/certificate/letter with supportive information to enable us to consider both allotments as one allotment for the purposes of the Regulations (additional cost \$500+GST)                                    |  |
| 20. | Protection works Form 3 & 4 may need to be served on adjoining owners to <b>North, South, East, Western</b> boundaries  |  |
| 21. | Provide dual certification (Reg. 1507) for protection works comprising of the excavation and construction of the garage/basement retaining wall within close proximity to the <b>North, South, East or Western</b> boundaries                       |  |
| 22. | Light (10% of floor area) & Ventilation (5% of room floor area) schedule demonstrating compliance with 3.8.4 & 3.8.5.   |  |
| 23. | Report & Consent from council for the erection of any precautions/hoarding over the front street alignment (council asset)  |  |
| 24. | Demolition Work - With respect to the demolition of the existing dwelling/structure, note that a professional demolisher will need to be engaged to carry out the works therefore a separate Building Permit is required (additional requirements). |  |
| 25. | The proposed alterations represent more than half the original volume of the building and therefore pursuant to <b>Building Regulation 608</b> , the entire building must be brought into conformity with Building Regulations 2006                 |  |
| 26. | Legal point of discharge of storm-water from council. <b>Alternatively, JBG can apply on your behalf</b>  |  |
| 27. | Property information request (termite, alpine, flood prone, overland drainage, bushfire). <b>Alt, JBG can apply on your behalf</b>  |  |
| 28. | Septic Tank Permit and Endorsed plans from council.   |  |
| 29. | Report & Consent from council as the allotment is on land liable to flooding.   |  |
| 30. | BAL Bushfire assessment report to AS 3959 – 2009 (BAL 12.5, 29, 40, FZ). <b>Note:</b> The design, requirements and report number to reflected on plan.  |  |
| 31. | Report & Consent from council for overland drainage.  |  |
| 32. | Roof & Posi/Floor Truss Comps ( <b>condition on Building Permit</b> )   |  |

## CONDITIONS OF ENGAGEMENT- JBG BUILDING SURVEYING

### SCOPE OF APPOINTMENT

- Conduct a Regulatory Assessment of the submitted Building Permit documentation under the Building Act, Building Regulations, Building Code of Australia (National Construction Code) Deemed to Satisfy Provisions and relevant Australian Standards.
- Collect and remit the applicable building permit levy to the Victorian Building Authority.
- Conduct Mandatory Inspections and issue Statutory Directions as necessary for compliant completion of works (Re-inspections not included).
- Issue of Building Permit, Occupancy Permit, Certificate of Final Inspection (1 stage only).
- Collate all relevant certificates and statements with regard to completed works as necessary
- Liaise with and provide copies of all relevant documents to Council in accordance with Regulatory requirements.
- Technical advice for clients, consultants and trades throughout permit and construction process.

### DISBURSEMENTS

State Government building permit levy as nominated in Clause 2(c) must be paid before a building permit can be issued by the RBS pursuant to Section 201 of the Act. Statutory fees incurred by the RBS over and above the sum nominated in Clause 2(d) relating to property information and the like will be charged at cost.

### PAYMENT

This fee is payable prior to consideration of the building permit application. Schedule 2 of the Act requires an application for a building permit to be accompanied by the fee determined by the RBS. This fee is non-refundable.

### OWNER/AGENT AUTHORITY

The Agent warrants that the Owner is the owner of the land at the *project* address referred to or that the Applicant is the duly authorised agent of the said owner. ie authorized by the owner in writing to act as agent for the owner. If required by the RBS the Client will produce written authority of the owner of the land to authorise the client to act on behalf of the owner.

### NO DUAL APPOINTMENTS

It is an offence pursuant to Section 78 of the Act to appoint a person as an RBS if another building surveyor has already been appointed or otherwise authorised for the project. The owner/agent therefore warrants that no other building surveyor has been appointed (or has otherwise commenced duties) in relation to the project referred to in this agreement.

### PLANNING PERMITS

The Owner/Agent shall be responsible for obtaining (and the cost of) any planning permit and shall provide a copy of the planning permit and approved planning permit drawings to the RBS. The RBS shall not be required to issue a building permit after being appointed until any required planning permit and approved planning permit drawings are received by the RBS. It is the client's responsibility to ensure that the approved planning permit drawings are the same as the drawings submitted for the Building Permit.

### ENTIRE AGREEMENT AND NO REPRESENTATIONS

These terms and conditions constitute the entire agreement between the RBS and the Owner/Agent (Owner or Agent acting on behalf of owner) and no reliance may be placed by the Client upon any oral discussions or representations made prior to or at the time of signing this agreement. The Owner/Agent will make no claim or demand in relation to any such representations either at common law or alleged breach of the Trade Practices Act 1974 (Commonwealth) or the Fair Trading Act 1985 (Vic). The RBS is not an estimator or quantity surveyor and is not engaged by the Client to provide costing or estimating services.

In signing the above application form and pursuant to Section 78 of the Building Act 1993, we the owners or agent requested to act on behalf of the owners, hereby appoint Joseph Hallal of JBG Building Surveying Pty Ltd as the Relevant Building Surveyor, to carry out the functions of section 76 of the Building Act 1993, for proposed building work as set out on the Application Form. I have not appointed another Relevant Building Surveyor for these works. I make this appointment in my capacity as the owner for this site.

### ADDITIONAL SERVICES

Where the Owner/Agent requests additional services from the RBS, that are not included in the scope of mandatory services described in Clauses 1 & 4 of this agreement the RBS, shall not be obliged to proceed with such additional work until a request is received from the Client and agreed to by the RBS.

In the event that additional inspections or other work is required by;

The Client

The scope of the mandatory services specified in Clause 1 of this agreement and/or

There are changes to the design of the building, and or

The Act or Regulations require the RBS to proceed with such further work complete the obligations and functions of the RBS, the RBS shall be entitled to deliver an account to the Client for such additional work. The amount of such fee shall be calculated based upon an hourly rate of \$350/hr excluding GST.

### OWNER/AGENT TO NOTIFY RELEVANT BUILDING SURVEYOR OF OTHER BUILDING PRACTITIONERS

The Client must give written notice to the RBS of each building practitioner engaged by the Client for the building work referred to in this agreement, including details of any building practitioner certificate issued to the building practitioner under Part 11 of the Act. Such notice must be given either upon the appointment of the RBS where the Client has already engaged a building practitioner/s or within fourteen (14) days of the client engaging the building practitioner/s where the building practitioner/s is/are engaged after the appointment of the Relevant Building Surveyor.

### TERMINATION OF APPOINTMENT

The appointment of the RBS may be terminated by the Owner/Agent only with the written consent of the Victoria Building Authority (VBA). On such termination the RBS shall be entitled to be paid all fees and disbursements incurred to the date of termination. In the event that the building work nominated in this agreement is terminated before commencement or completion, the Client must notify the VBA by written notice. When this written notice is issued the appointment of the RBS shall be deemed to be terminated. The Client must thereupon pay all fees and disbursements incurred to the date of termination and the RBS shall be entitled to deliver an account for the same. Where Building Permit fees have been paid, the client acknowledges that there will be no refund of these fees. The applicant will not be entitled to any refund of fees. Furthermore the Client must not engage another RBS to complete the functions of the RBS specified in this agreement in respect of the building work without the written consent of the VBA.

### THE BUILDING PERMIT & THE RBS

The building permit issued will be an assessment of the drawings for compliance with the Building Act and Regulations and not the serviceability, quality or functionality of the work approved by the permit. This appointment of an RBS is limited to ensuring the work carried out complies to the Act and Regulations that are applicable at this time. The RBS is responsible for the carrying out of inspections that will be listed on the Building Permit. The client is responsible to ensure that the RBS is given adequate notification for inspection and shall ensure that works do not continue beyond the notification stage until the inspection is approved. It is the responsibility of the client to ensure that the Building Permit remains valid. Full Building Permit fees will be payable for any Building Permit which lapses.

PLEASE NOTE: RBS JBG Building Surveying. Client references an Owner/Agent of Owner as specified on the Application Form.

### PURPOSE OF INSPECTION

Inspections carried out will be the minimum required to ensure compliance with the Act and Regulations and not supervision of all the work. It is the responsibility of the *builder* to construct the building fully in accordance with the approved permit documents, good practice, guide to standards and tolerances, and the Building Code of Australia. Variations must be approved by the RBS prior to construction and those variations that require further document survey and assessment and/or approval will incur an additional fee – refer Clause 7. It is the builder's responsibility to ensure that all mandatory inspections are called for. Mandatory inspections are required prior to placement of any concrete, at frame stage and upon final completion. Additional inspections over and above those referenced will be charged accordingly.

### BUILDING NOTICES & ORDERS

Building Notices and Orders are formal documents prescribed in the Regulations when breaches and non-compliances are identified for the purpose of securing compliance with the permit documents and other relevant provisions of the Regulations. Notices and Orders are required to be served as a matter of course for significant areas of non-compliance or where safety is or may be compromised. In the case of routine rectification works an inspection report or letter will normally be sent to the owner and/or builder as applicable and in the event of non-response within an appropriate time (7,14 or 30 days) a Building Notice will be served and further fees will be payable as per Clause 7.

### BUILDER NOT TO ENGAGE RBS

Builders are prohibited from appointing private building surveyors for domestic building work pursuant to Section 78 of the Building Act 1993. This is not the case with this application. We being the owners or agents acting on behalf of the owners giving officially engage the Relevant Building Surveyor pursuant to Sect 78 of The Building Act 1993

DEBT COLLECTION Failure to pay fees when due will incur additional costs and the Client shall be liable to pay any debt collection fees and costs that may arise as a result of late or non-payment of fees.